

STATE OF INDIANA        ) IN THE HAMILTON SUPERIOR COURT  
                              ) SS:  
COUNTY OF HAMILTON ) CAUSE NO.: 29D01-0708-PL-946

STATE OF INDIANA,                                )  
  )  
                              Plaintiff,                                )  
  )  
                              v.    )  
  )  
JERRY BURGESS,                                    )  
Individually and doing business as,            )  
CREATIVE VISIONS IN REMODELING,            )  
  )  
                              Defendant.                                )

**FILED**  
**OCT 22 2007**  
*James B. Burt*  
CLERK OF THE  
HAMILTON SUPERIOR COURT

**DEFAULT JUDGMENT**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Jerry Burgess, individually and doing business as Creative Visions in Remodeling.
2. The Defendant was served with a notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. More than twenty-three (23) days have passed since Service of Process was made on the Defendant.
4. The Defendant failed to appear, plead, or otherwise respond to the complaint.
5. The Defendant is not an infant, incompetent, or in military service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana,

and against the Defendant, Jerry Burgess, individually and doing business as Creative Visions in Remodeling.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Jerry Burgess, individually and doing business as Creative Visions in Remodeling, his agents, representatives, employees, successors and assigns, are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide the consumer a written, completed home improvement contract, which includes at a minimum the following:
  - i) The name of the consumer and the address of the residential property that is the subject of the home improvement;
  - ii) The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
  - iii) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
  - iv) A reasonably detailed description of the proposed home improvements;
  - v) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement

contract is subject to the consumer's separate written and dated approval of the specifications;

- vi) The approximate starting and completion date of the home improvements;
  - vii) A statement of any contingencies that would materially change the approximate completion date;
  - viii) The home improvement contract price; and
  - ix) Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
- c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer and having it signed by the consumer;
- d. representing, expressly or by implication, the Defendant has a sponsorship, approval, or affiliation in such consumer transaction which the Defendant does not have, and which the Defendant knows or should reasonably know that the Defendant does not have;

- e. soliciting or engaging in home improvement transactions without a license or permit as required by law.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Jerry Burgess, individually and doing business as Creative Visions in Remodeling, as follows:

- a. The contract previously entered into by the Defendant with consumer Stan Shultz is cancelled, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Four Thousand Dollars (\$4,000.00), payable to the Office of the Indiana Attorney General for the benefit of Stan Shultz of Fishers, Indiana;
- c. The Defendant shall pay the Office of the Indiana Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand One Hundred Eighty-Seven Dollars and Fifty Cents (\$1,187.50);
- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) payable to the State of Indiana; and
- e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive

Consumer Sales Act, in the amount of Five Hundred Dollars  
(\$500.00), payable to the State of Indiana.

**A total monetary judgment in the amount of Ten Thousand Six Hundred  
Eighty-Seven Dollars and Fifty Cents (\$10,687.50) shall therefore be entered in  
favor of the Plaintiff, State of Indiana, and against the Defendant, Jerry Burgess,  
individually and doing business as Creative Visions in Remodeling.**

All of which is **ORDERED, ADJUDGED, AND DECREED** this \_\_\_\_\_ day  
of **OCT 22 2007**, 2007.



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Judge, Hamilton County Superior Court

Distribution:

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